

The Village of Northfield

REGULAR COUNCIL MEETING AGENDA

SEPTEMBER 9, 2020, 7:30 p.m.

(Via Office Suite HD Video)

Call to Order; Roll Call

Approval of Minutes: August 26, 2020 Regular Council Meeting

Reports of Municipal Officers:

Jesse J. Nehez, Mayor

Finance Director, Jennifer Potvin

Mike Troyan, TMC Benefits Group Re Employee Health Insurance Renewal

Richard Wasosky, Engineer

Brad Bryan, Law Director

Department Heads:

John Zolgus, Police Chief

Police Radio Quote

Jason Buss, Fire Chief

Jason Walters, Service/Building Superintendent

Reports of Municipal Boards and Commissions:

Alan Hipps, Planning Commission

Mayor Nehez, Recreation Board

Mayor Nehez, Cemetery Board

Reports of Standing Committees:

Finance, Nick Magistrelli

Roads and Public Works, Jennifer Domzalski

Health and Welfare, Keith Czerr

Wages and Working Conditions, Gary Vojtush

Fire and Safety, Renell Noack

Buildings and Grounds, Alan Hipps

Legislation:

Resolution No. 2020-32, An Emergency Resolution Authorizing the Mayor to Enter into a Property Donation Agreement with Debra Boose, Executor of the Estate of Jean M. Kino, and Accept the Donation of Real Property Known as 10414 Electric Boulevard to the Village (First Reading)

Resolution No. 2020-36, An Emergency Resolution Designating Law Director Bradric Bryan as the Public Records Act Training Designee for 2020 for Mayor Nehez, Nicholas Magistrelli, Keith Czerr, Renell Noack, Gary Vojtush, Alan Hipps, and Jennifer Domzalski (First Reading)

Resolution No. 2020-37, An Emergency Resolution Accepting the Amounts and Rates as Determined by the Summit County Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the Fiscal Officer

Old Business; New Business; Announcements

Adjournment

VILLAGE OF NORTHFIELD RESOLUTION NO. 2020-32

**AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
PROPERTY DONATION AGREEMENT WITH DEBRA BOOSE, EXECUTOR OF THE
ESTATE OF JEAN M. KINO, AND ACCEPT THE DONATION OF REAL PROPERTY
KNOWN AS 10414 ELECTRIC BOULEVARD TO THE VILLAGE**

WHEREAS, Debra Boose, as Executor of the Estate of Jean M. Kino desires to donate real property known as 10414 Electric Blvd. to the Village for municipal use and the use as a nature preserve; and

WHEREAS, the Village desires to accept that donation of real property.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby authorizes the Mayor to enter into the attached Property Donation Agreement, or an agreement that is substantially similar thereto, with Debra Boose, as Executor of the Estate of Jean M. Kino, for the donation of real property known as 10414 Electric Blvd. to the Village.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public and/or in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that the Village and Ms. Boose desire that the Village acquire the real property as soon as possible, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2020.

Nicholas Magistrelli, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2020.

Jennifer Potvin, Clerk of Council

PROPERTY DONATION AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____ 2020, by and between, Debra J. Boose, Executor of the Estate of Jean M. Kino, whose address is 3677 Sea Ray Cove, Aurora, Ohio 44202 ("Donor") and the Village of Northfield, Ohio, which address is 10455 Northfield Road, Northfield, Ohio 44067 ("Village"), collectively referred to as "the Parties".

WITNESSETH

ARTICLE 1. PROPERTY

1.01 Subject to the conditions set forth herein, Donor agrees to donate to the Village, and the Village agrees to accept from Donor, the real property known as 10414 Electric Blvd. in the Village of Northfield, Summit County, Ohio 44067, and known as Summit County Parcel No. 41000621, as described in Exhibit A, which is attached hereto and incorporated herein by reference. The land, building, and all other improvements located on the parcel are herein referred to as the "Property".

ARTICLE 2. DONATION

2.01 Donor is donating the Property to the Village for the Village's use as municipal property and a nature preserve without any compensation being paid by the Village to Donor for the Property. The Village agrees that only trees that have the potential to do harm will be cut or removed from the property, and the property shall not be developed or sold by the Village. The Village shall be permitted to utilize and maintain the garage on the premises or replace the garage if it chooses to do so. The Village shall not permit a gas or oil well to be placed on the property.

ARTICLE 3. ESCROW

3.01. An escrow shall be opened by the Village within seven (7) days from the date this Donation Agreement is executed by the Parties, such time being agreed to be of the essence.

3.02. The close of such escrow and the Village's obligation to accept the Property pursuant to this Agreement are conditioned on the conveyance to the Village, by general warranty deed, of good and marketable title to the Property, as evidenced by a commitment for an Owners Fee Policy of Title Insurance, subject to all reasonable restrictions, easements, conditions, reservations, limitations, and zoning ordinances, and taxes and assessments, both general and special, that are not yet due and payable. Marketability of title will be determined in accordance with the title standards approved by the Ohio State Bar Association.

3.03. In the event Donor is unable to convey title to the Property as herein provided in a timely manner, the Village shall, at its election, either: (a) accept such title as Seller is able to convey; or (b) cancel this Agreement by giving written notice of such cancellation to Donor.

3.04. The expenses of closing described in this Article shall be paid in the following manner:

(1) The full cost of securing an Owners Fee Policy of Title Insurance, including the simultaneous issue of any endorsements described in Paragraph 3.02 of this Agreement, shall be paid by the Village. The cost of the examination and commitment described in Paragraph 3.02 shall be paid by the Village.

(2) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to the Village in the manner described in this Agreement shall be paid by the Village.

(3) Any costs for recording the deed shall be paid by the Village.

(4) The cost of escrow and other closing fees shall be paid by the Village.

(5) The cost of any real estate transfer taxes, if any, shall be paid by the Village.

(6) Any real estate taxes related to the Property that are due and payable subsequent to the Closing Date of this transaction shall be paid by the Village.

ARTICLE 4. CLOSING & POSSESSION

4.01 This transaction shall be closed by the escrow agent within 30 days from the date this Agreement is executed, unless otherwise agreed to in writing, by both Parties. Possession of the Property shall be delivered to the Village upon Closing.

ARTICLE 5. REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.01. Donor hereby represents and warrants for the exclusive benefit of the Village as of the date hereof and as of the date of the Closing, as follows:

(1) There are no mortgages or liens on the property;

(2) All real estate taxes and assessments due and owed at the time of the Closing Date of this transaction have been paid by Donor.

(3) There are no actions, suits, or other proceedings now pending or, to Donor's knowledge, information, or belief, threatened against or affecting the Property, nor to Donor's knowledge, are there any investigations pending or threatened against or affecting the property by any public or governmental agency or authority;

(4) To Donor's knowledge, Donor has not received any written notice from any governmental authority relating to any violation or alleged violation of any government codes, ordinances, laws, rules, or regulations affecting the Property;

(5) Donor has the authority as Executor of the Estate of Jean M. Kino to donate and convey the Property to the Village, and all required consents to donate the Property to the Village have been received from any and all lawful heirs to the Estate of Jean M. Kino and the Summit County Probate Court.

The above representations, warranties, and covenants shall survive the Closing of this transaction. If any of the forgoing representations or warranties shall be determined to have been untrue or incorrect, the Village shall have the right to terminate this Agreement within twenty-one days of receipt of notice of the untruthfulness or incorrectness of any of the above representations, warranties, or covenants, whether or not such notice is received prior to or after the Closing date, and cancel this Agreement and/or convey the Property back to Donor.

5.02 The Village hereby represents and warrants for the exclusive benefit of the Donor, as of the date hereof and as of the date of the Closing, as follows:

(1) The consummation of this transaction and the execution and delivery of all documents to be executed and delivered by the Village pursuant hereto, have been, or will be prior to the Closing, duly authorized by the Village pursuant to law and will constitute a binding and enforceable obligation of the Village in accordance with the terms of this Agreement; and

(2) The Village will retain the Property as municipal property and a nature preserve.

The above representations, warranties, and covenants shall survive the Closing of this transaction.

ARTICLE 6. PROPERTY TO BE CONVEYED IN ITS "AS IS" CONDITION

6.01 UNLESS OTHERWISE SET FORTH HEREIN, DONOR SHALL CONVEY THE PROPERTY TO THE VILLAGE IN ITS "AS IS" CONDITION.

ARTICLE 7. MISCELLANEOUS

7.01. This Agreement shall be binding on the respective heirs, executors, administrators, and successors of the Parties.

7.02. No provisions, covenants, or representations contained in this Agreement shall survive the Closing except as expressly provided.

7.03. This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

7.04. This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the aforesaid subject matter.

7.05. Time is of the essence of this Agreement.

7.06. Donor and the Village each represent to the other that no broker is responsible for, or entitled to a commission growing out of this Agreement. The provisions of this Paragraph shall survive Closing.

7.07. For purposes of negotiating and finalizing this contract, any signed document, including but not limited to this Agreement, transmitted electronically shall be treated in all manner and respects as an original document. The signature of any party shall be considered for these purposes as an original signature. Any such electronic document shall be considered to have the same binding legal effect as an original document.

7.08 Submission of this form of the Agreement for examination and signature by Donor shall not bind the Village in any manner nor be construed as a final and binding agreement to accept the donation of the property until such Agreement is authorized by the Village of Northfield Council and executed by the Mayor of the Village of Northfield, and no contract or obligations of the Village shall arise until this instrument is executed by both Donor and the Mayor of the Village.

7.09 Prior to the Closing of this transaction, Donor shall be permitted to identify to the Village Service Department Superintendent or his designee up to four large rocks on the Property that Donor intends to remove from the Property. Donor shall have until December 1, 2020 in which to remove such identified rocks from the Property. If the identified rocks are to be removed by Donor after the Closing of this transaction, Donor shall make arrangements with the Village Service Department Superintendent or his designee as to the date on which the identified rocks will be removed by Donor or Donor's agent or contractor. The Village agrees to provide assistance to Donor with respect to retrieving and loading up the identified rocks to be taken off of the property by Donor.

7.10 The Village and Donor agree to reach a mutual understanding as to the type and placement location of a sign and/or bench on the Property, to be paid for by Donor but installed and maintained by the Village, naming this municipal property and/or indicating that the Property was donated to the Village in memory of Andrew and Jean Kino.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder executed this Agreement this _____ day of _____ 2020.

DONOR:

VILLAGE OF NORTHFIELD:

Debra J. Boose,
Executor for the Estate of Jean M. Kino

Jesse J. Nehez,
Mayor, Village of Northfield

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Situated in the Village of Northfield, County of Summit, and State of Ohio: Being part of Original Lot 42 in Northfield Township, and bounded and described, as follows:

Being a strip of land 100 feet wide lying between the Eastern and Western portions of Electric Boulevard and extending Southerly from the center line of Beach Avenue, produced, to the center line of Maple Avenue, produced, in Liberty Park Subdivision, Plat of which is recorded in Plat Book 24, Pages 14, 15 and 16 of Summit County Record of Plats, be the same more or less, but subject to all legal highways. Containing 0.666 of an acre more or less.

Parcel No. 41-00621

Alt ID: NF0023704001000

VILLAGE OF NORTHFIELD RESOLUTION NO. 2020-36
AN EMERGENCY RESOLUTION DESIGNATING LAW DIRECTOR BRADRIC BRYAN
AS THE PUBLIC RECORDS ACT TRAINING DESIGNEE FOR 2020 FOR MAYOR
JESSE NEHEZ AND COUNCILPERSONS NICHOLAS MAGISTRELLI, KEITH
CZERR, RENELL NOACK, GARY VOJTUSH, ALAN HIPPS, AND JENNIFER
DOMZALSKI

WHEREAS, Sections 149.43(E)(1) and 109.43(B) of the Ohio Revised Code require all elected public officials or their designees to attend a public records training seminar approved by the Ohio Attorney General's Office; and

WHEREAS, Law Director Bradric Bryan attended an approved training seminar in 2020; and

WHEREAS, Council desires to designate Mr. Bryan as Mayor Nehez, Mr. Magistrelli, Mr. Czerr, Ms. Noack, Mr. Vojtush, Mr. Hipps, and Ms. Domzalski's attendee designee for 2020 pursuant to R.C. 149.43(E)(1).

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby and herein designates Mr. Bryan as Mayor Nehez, Mr. Magistrelli, Mr. Czerr, Ms. Noack, Mr. Vojtush, Mr. Hipps, and Ms. Domzalski's public records training seminar attendee designee for 2020 pursuant to R.C. 149.43(E)(1).

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and/or were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that such designation is required by the Ohio Revised Code, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2020.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2020.

Jennifer Potvin, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2020-37

AN EMERGENCY RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE SUMMIT COUNTY BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE FISCAL OFFICER

WHEREAS, the Village, in accordance with the provisions of law, has previously adopted a tax budget for the next succeeding fiscal year commencing Jan. 1, 2021; and

WHEREAS, the Budget Commission of Summit County, Ohio has certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the 10 mill limitation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit and State of Ohio:

SECTION 1. That the amounts and rates as indicated by the Budget Commission and County Fiscal Officer, which are attached hereto and incorporated herein by reference, are hereby accepted.

SECTION 2. That there be and there is hereby levied on the tax duplicate of the Village the rate of each tax necessary to be levied within and without the 10 mill limitation, as is indicated in the exhibit that is attached hereto and incorporated herein by reference.

SECTION 3. That the Finance Director/Clerk of Council is authorized and directed to send a copy of the within Resolution to the County Fiscal Officer and Budget Commission prior to the deadline specified by the Fiscal Officer for certifying such rates.

SECTION 4. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and/or were in compliance with all legal requirements.

SECTION 5. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that this Resolution is required by law to be certified to the County Fiscal Officer forthwith, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

RESOLUTION NO. 2020-37
PAGE TWO

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2020.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2020.

Jennifer Potvin, Clerk of Council

SUMMIT COUNTY BUDGET COMMISSION CERTIFICATION OF TAX LEVY
(ORC Sections 5705.34 & 5705.35)

POLITICAL ENTITY: **NORTHFIELD VILLAGE**
ESTIMATE

Tax Year 2020/Collection Year 2021

THE VALUATIONS AND TAX RATES REFLECT TAX YEAR 2019/COLLECTION YEAR 2020

LEVIES INSIDE and OUTSIDE 10 MILL LIMITATION, INCLUSIVE OF DEBT LEVIES

Date: September 3, 2020

THIS ESTIMATE REFLECTS LESS THE PENDING EXEMPTION ASSESSED VALUATION

RES/AG PENDING EXEMPTION
OTHER PENDING EXEMPTION

TOTAL REAL & PU LESS PENDING EXEMPTION VALUE

1. RES/AG REAL VALUE	52,054,310
2. OTHER REAL VALUE	16,158,990
3. TOTAL RES/AG & OTHER REAL VALUE	68,213,300
4. PUBLIC UTILITY PERSONAL VALUE	990,980
5. TOTAL REAL & PUBLIC UTILITY VALUE	69,204,280

FUND TYPE CLT FUND #	PURPOSE	Authorized by the Voters on Ballot MO/DAY/YR	Number of Years Levy to Run	Tax Year Begins/Ends	Collection Year Begins/Ends	Maximum Rate Authorized to be Levied	REDUCTION FACTOR	EFFECTIVE RATE TO BE LEVIED	RES/AG OTHER	RES/AG	OTHER	PUBLIC UTILITY	TOTAL	ROLL BACK
FIRE & EMS 40 00	Current Expense	Repl. 11/06/01	Cont.	01/NA	02/NA	3.15	0.117826 0.142477	2.778848 2.701197		\$144,651	\$43,649	\$3,122	\$191,422	Y
GENERAL 01 00	Inside					2.53		2.530000 2.530000		\$131,697	\$40,882	\$2,507	\$175,086	Y
POLICE PENSION 32 00	Inside					0.30		0.300000 0.300000		\$15,616	\$4,848	\$297	\$20,761	Y
FIRE & EMS 41 00	Current Expense	Additional 11/04/08	Cont.	08/NA	09/NA	1.50	0.043047 0.037075	1.435430 1.444388		\$74,720	\$23,340	\$1,486	\$99,546	Y
TOTALS						7.48		7.044278 6.975585		\$366,684	\$112,719	\$7,412	\$486,815	

NOTE: The ROLLBACK column added to this certificate represents the recently passed slate budget, beginning with tax year 2013 the ten and two and one-half percent rollbacks will no longer apply to new levies that are enacted after the August 2013 election. These non-qualifying levies include additional levies, the increase portion of renewal with increase levies, and the full effective millage of replacement levies. Levies that will continue to qualify for application of the rollbacks are levies approved at or before the August 2013 election, inside and charter millage as they appear on the 2013 tax list, renewals of qualified levies, and the substitute of qualified school district emergency levies under Revised Code section 5705.199. In this column the Y indicates the levy qualifies for the 10% and 2 1/2% rollback. The N indicates the levy does not qualify for the 10% and 2 1/2% rollback.